

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

STANDARD FIRE INSURANCE CO.,)	
)	
Plaintiff,)	
v.)	CIVIL ACTION NO. 04-12244 GAO
)	
CROSBY YACHT YARD, INC. AND)	
OYSTER HARBORS MARINE, INC.,)	
)	
Defendants.)	

CO- DEFENDANT CROSBY YACHT YARD, INC.'S ANSWER TO
CO-DEFENDANT, OYSTER HARBOR MARINE, INC.'S
AMENDED CROSSCLAIM AND DEMAND FOR JURY TRIAL

NOW COMES the co-defendant, Crosby Yacht Yard, Inc. and answers the Amended Crossclaim and Demand for Jury Trial of co-defendant, Oyster Harbor Marine, Inc. as follows:

COUNT I- CONTRIBUTION

1. The defendant-in-crossclaim denies the allegations contained in Paragraph 1.

COUNT II- INDEMNIFICATION

2. The defendant-in-crossclaim denies the allegations contained in Paragraph 2.
3. The defendant-in-crossclaim denies the allegations contained in Paragraph 3.

AFFIRMATIVE DEFENSES

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states that the Plaintiff-in-crossclaim fails to state a cause of action upon which relief can be granted.

AND FURTHER ANSWERING AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states that the captioned Plaintiff-in-crossclaim does not have standing to prosecute this matter.

AND FURTHER ANSWERING AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-cross claim states that the Plaintiff-in-crossclaim's claims should be dismissed under the doctrines of estoppel and/or waiver.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states the Plaintiff-in-crossclaim's claims are barred under the doctrine of superseding or intervening cause.

AND FURTHER ANSWERING AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states that if the Plaintiff-in-crossclaim's property was damaged as alleged, which is specifically denied, it was due in whole or in part to the Plaintiff-in-crossclaim's own negligence, failures and breaches.

AND FURTHER ANSWERING AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states that if the Plaintiff-in-crossclaim's property was damaged as alleged herein, which is specifically denied, it was due to the action and/or omissions of individuals for whom the Defendant-in-crossclaim is not legally responsible.

AND FURTHER ANSWERING AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant-in-crossclaim states that if the Plaintiff-in-crossclaim's property was damaged as alleged herein, which is specifically denied, said damage was sustained as a result of an Act of God, for which the Defendant-in-crossclaim is not legally responsible.

WHEREFORE, the Defendant-in-crossclaim prays that the above amended counterclaim be dismissed together with costs and reasonable attorney's fees.

By its attorney,

/s/ Seth S. Holbrook

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Certificate of Service

I hereby certify that on July 14, 2005, I electronically filed Co-Defendant Crosby Yacht Yard, Inc.'s Answer to Co-Defendant, Oyster Harbor Marine, Inc.'s Amended Crossclaim and Demand for Jury Trial with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: Thomas D. Frothingham and David J. Daly, Daly Cavanaugh LLP, 27 Mica Lane, Wellesley, MA 02481; John H. Bruno II, Masi & Bruno, 124 Long Pond Road, Unit 11, Plymouth, MA 02360.

/s/ Seth S. Holbrook

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